

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Taylor, Utilities Director/327-3745

**PREPARED BY:** Heidi Cavicchia

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH METCALF & EDDY/AECOM USA, INC. FOR PHASE I OF THE DESIGN/BUILD CONTRACT FOR THE WATER AND WASTEWATER SYSTEM EXPANSION FOR THE TOWN OF DAVIE.

**REPORT IN BRIEF:** The Town recently solicited sealed proposals for design-build services for the design and construction of a water and wastewater system expansion for the Town of Davie. Metcalf & Eddy/AECOM USA, INC. was selected and approved by the Town Council (R-2008-240).

A contract was negotiated with Metcalf & Eddy/AECOM USA, INC. for Phase I of the project which includes design and permitting at a price of \$6,150,000. The cost of this contract is very close to the original procurement price of \$6,000,000. The contract for Phase II will be negotiated after the completion of Phase I. The contract is attached to this Resolution; the Agreement in its entirety which includes General Conditions, Scope of Services and Schedule is available for review in the Town Clerk's office as it was too large to attach as part of this submittal.

**PREVIOUS ACTIONS:** R-2008-240 approving the selection of Metcalf & Eddy/AECOM USA, Inc.

**CONCURRENCES:** Town Attorney, Utilities Director, and Calvin, Giordano & Associates, Inc. (Town's consulting engineer), William Ackerman (Finance Director) and Herb Hyman (Procurement Manager) reviewed the Contract. Changes requested by the Town Attorney were incorporated into the Contract.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$6,150,000

Account Name: Capital Outlay

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, R-2008-240, Contract with Metcalf & Eddy/AECOM USA, Inc.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,  
AUTHORIZING THE MAYOR TO SIGN THE CONTRACT WITH  
METCALF & EDDY/AECOM USA, INC. FOR PHASE I OF THE  
DESIGN/BUILD CONTRACT FOR THE WATER AND  
WASTEWATER SYSTEM EXPANSION FOR THE TOWN OF DAVIE.

WHEREAS, it is necessary to expand the Water and Wastewater System at the  
Town of Davie; and

WHEREAS, the Town recently solicited bids for a design/build firm for this  
project; and

WHEREAS, the Town Council approved the award of the bid for design and  
construction services for this project to Metcalf & Eddy/AECOM USA, Inc. (R-2008-  
240) to executed in two phases; and

WHEREAS, the Town negotiated a contract for Phase I of this project for design  
and permitting.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN  
OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby authorizes the Mayor to sign the  
Contract with Metcalf & Eddy/AECOM USA, Inc. for Phase I of the project which  
includes design and permitting services at a cost of \$6,150,000.

SECTION 2. This resolution shall take effect immediately upon its passage and  
adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_

\_\_\_\_\_

MAYOR/COUNCILMEMBER  
ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

RESOLUTION NO. R-2008-240

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE TEAM OF METCALF & EDDY/ARCOM TO PROVIDE DESIGN/BUILD SERVICES FOR WATER AND WASTEWATER SYSTEM EXPANSIONS AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals to provide design/build services for the water and wastewater system expansions; and

WHEREAS, the selection committee has selected Metcalf & Eddy/Arcom as the team best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Metcalf & Eddy/Arcom as the team best qualified to provide the required design/build services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF October, 2008

  
MAYOR/COUNCIL MEMBER

Attest:

  
TOWN CLERK

APPROVED THIS 15<sup>th</sup> DAY OF October, 2008

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

| ACCOUNT NUMBER    | BUDGET ITEM & DESCRIPTION                                  | APPROXIMATE COST                                 |
|-------------------|--|--|
| 014-1050 436 5403 | Design-build for new Water and Wastewater System Expansion | \$6,500,000 - Phase I<br>\$91,850,000 - Phase II |

METHOD OF PROCUREMENT (select the one that applies)

☐ Open Competitive Bidding  
☐ Follow-up on Contract Number \_\_\_\_\_  
☐ Sole Source or Single Source  
☒ Request for Proposals

Okay to proceed.  
 already approved  
 via Loebl CIP

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed Barbara Taylor  
 Department Head

Have Funds been Reserved Rev. 3/7/91

Date 2/26/91

Signed [Signature]  
 Town Administrator

| VENDOR         | BID AMOUNT | COST         |
|----------------|------------|--------------|
| METCALF & EDDY |            | Response 1st |
| C&D M Hill     |            | Response 2nd |
| WESCO JACO     |            | Response 3rd |
|                |            |              |
|                |            |              |
|                |            |              |
|                |            |              |
|                |            |              |

Signed [Signature]  
 Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION  
 Vendor Metcalfe & Eddy Cost Response 1st

**DBIA**



**DESIGN-BUILD**  
INSTITUTE OF AMERICA

## **Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price**

*Town of Davie Design-Build Water and Wastewater System Expansion – Final 1-7-09*

This **Agreement** is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2009, by and between the following parties, for services in connection with the Project identified below:

**Owner:**

Town of Davie, Florida  
6591 Orange Drive  
Davie Florida 33314

**Design-Builder:**

AECOM USA, Inc. d/b/a AECOM Water  
13450 West Sunrise Blvd.  
Sunrise, Florida 33323

**Project:**

Design-Build Water and Wastewater System Expansion

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## **Article 1**

### **Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

**1.2** The Work shall be performed in two Phases as described below

- .1 Phase One – Project Development** will include planning, design development, permitting assistance, preliminary engineering, pilot studies, test well program and development and submittal of a Guaranteed Maximum Price (GMP) Proposal.
- .2 Phase Two – Final Design, Construction and Commissioning** will include, completion of design, construction management, equipment procurement, subcontractor procurement, construction, engineering services during construction, startup, testing, commissioning, and training.

## **Article 2**

### **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

- .1** All written modifications, amendments (including, the GMP Proposal accepted by Owner in accordance with Section 6.5.2 hereof) and change orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (1998 Edition), as modified ("General Conditions of Contract");
- .2** This Agreement, including all exhibits and attachments;
- .3** Written Supplementary Conditions, if any, to the General Conditions of Contract;
- .4** The General Conditions of Contract;
- .5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;
- .6** Proposal for Phase One Project Development Services (attached hereto as Exhibit A)
- .7** Other documents as the parties agree to attach or reference.

## **Article 3**

### **Interpretation and Intent**

**3.1** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of



any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

**3.2** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**3.3** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## **Article 4**

### **Ownership of Work Product**

**4.1** All documents including Drawings and Specifications prepared or furnished by Design-Builder pursuant to this Agreement are for Design-Builder's own use, and Design-Builder shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others. However, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse or any continued use after any termination without written verification or adaptation by Design-Builder for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design-Builder and Owner shall indemnify and hold harmless Design-Builder and Subcontractors from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Design-Builder to further compensation at rates to be agreed upon by Owner and Design-Builder.

## **Article 5**

### **Contract Time**

**5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

#### **5.2 Substantial Completion and Final Completion**

**5.2.1** The date of Substantial Completion of the entire Work shall be established in the GMP Proposal as accepted by Owner in accordance with Section 6.5.2 hereof ("Scheduled Substantial Completion Date").

**5.2.2** Interim milestones for Phase One shall be achieved as follows:

- .1** A Preliminary Design Report, as described in the Phase One Proposal (Exhibit A), shall be submitted no later than 275 calendar days after the Date of Commencement.
- .2** The GMP Proposal shall be submitted no later than 45 calendar days after Owner's approval of the Preliminary Design Report.

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable.

**5.2.4** All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner One Thousand Dollars (\$1,000.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date, up to a limit of One Million Dollars (\$1, 000,000.00). The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion.

Design-Builder will provide performance and payment bonds in accordance with Article 10.2.

## **Article 6**

### **Contract Price**

**6.1 Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.5 hereof and any adjustments made in accordance with the General Conditions of Contract.

#### **6.2 Design-Builder's Fee**

**6.2.1** Design-Builder's Fee shall be ten percent (10%) of the reimbursable portion of the Cost of the Work as defined in Section 6.3.2 and any Owner-furnished material or equipment for which the Design-Builder is responsible for managing, administering and integrating into the Work.

**6.2.2** Design-Builder's Fee will be adjusted for any changes in the Work in accordance with Article 9 of the General Conditions of Contract.

**6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

#### **6.3.1 Lump Sum Portion**

- .1 For Phase One Services**, as described in the Phase One Proposal (Exhibit A), a lump-sum of Six million one hundred fifty thousand Dollars (\$6,150,000.00), as adjusted in accordance with Section 6.2.2.
- .2 For Phase Two Services**, for Design-Builder's professional design and construction management services and Design-Builder's general conditions, a lump-sum sum to be included in the GMP Proposal. General conditions shall include site project supervisory, administrative and engineering personnel costs; vehicles, travel and living expenses; site office facilities, including trailers, office supplies, office equipment, telephone, postage, blueprinting, and utilities; and premiums for insurance and bonds required by this Agreement or the performance of the Work.

#### **6.3.2 Reimbursable Portion**

- .1** Payments properly made by Design-Builder to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
- .2** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

- .3 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work, including Warranty Work, provided that such defective, damaged or nonconforming Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder.
- .4 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
- .5 Costs of removal of debris and waste from the Site.
- .6 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- .7 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.
- .8 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- .9 Deposits which are lost, except to the extent caused by Design-Builder's negligence.
- .10 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- .11 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

#### **6.4 Non-Reimbursable Costs**

The following shall be excluded from the Cost of the Work:

- .1 Compensation for Design-Builder's personnel, except as provided for in Sections 6.3.1 hereof.
- .2 The cost of Design-Builder's capital used in the performance of the Work.
- .3 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

#### **6.5 The Guaranteed Maximum Price**

**6.5.1 GMP Proposal.** Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

- .1 A proposed GMP, which shall be the sum of:
  - i. Design-Builder's Fee as defined in Section 6.2.1 hereof;
  - ii. the estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.5.6 hereof; and

- .2 A list of the drawings and specifications, including all addenda, used as the basis for the GMP proposal;
- .3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications;
- .4 The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;
- .5 If applicable, a list of allowances and a statement of their basis;
- .6 If applicable, a schedule of alternate prices;
- .7 If applicable, a schedule of unit prices;
- .8 If applicable, a statement of Additional Services; and
- .9 The time limit for acceptance of the GMP Proposal.

**6.5.2 Review and Adjustment to GMP Proposal.** After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

**6.5.3 Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

**6.5.4 Failure to Accept the GMP Proposal.** If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- .1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.5.2.3 above;
- .2 Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or
- .3 Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item .2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

**6.5.5** Design-Builder guarantees that it shall not exceed the GMP established in accordance with this Section. Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Documents used as a basis for the GMP shall be identified in the GMP Proposal.

**6.5.6** The GMP shall include a Contingency which is available for Design-Builder's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, acceleration, costs in correcting defective, damaged or nonconforming Work, design errors or omissions and Subcontractor defaults. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner with notice of all anticipated charges against the Contingency.

#### **6.5.7 Savings**

**6.5.7.1** If the sum of the actual Cost of the Work and Design-Builder's Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: thirty percent (30%) to Design-Builder and seventy percent (70%) to Owner

**6.5.7.2** Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, Design-Builder shall be entitled to payment from Owner for that portion of such costs that were distributed to Owner as Savings.

### **Article 7**

#### **Procedure for Payment**

##### **7.1 Progress Payments**

**7.1.1** Design-Builder shall submit to Owner on the fifth day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

**7.1.2** Owner shall make payment in accordance with the State of Florida "Local Government Prompt Payment Act" (F.S. 218.70-218.80).

**7.1.3** If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

##### **7.2 Retainage on Progress Payments**

**7.2.1** Owner's retainage on Progress Payments for Phase Two Services will be 10-percent until 50-percent completion of services and be reduced to 5-percent thereafter and be in accordance with the State of Florida "Local Government Prompt Payment Act" (F.S. 218.70-218.80). No retainage will be withheld on Progress Payments for Phase One Services.

**7.2.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment in accordance with the State of Florida "Local Government Prompt Payment Act" (F.S. 218.70-218.80), provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest in accordance with the State of Florida "Local Government Prompt Payment Act" (F.S. 218.70-218.80).

**7.5 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment.

## **Article 8**

### **Termination for Convenience**

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

- .1 All Work executed and for proven loss, cost or expense in connection with the Work;
- .2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

**8.2** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof.

## **Article 9**

### **Representatives of the Parties**

#### **9.1 Owner's Representatives**

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Bruce Taylor, Utilities Director  
Town of Davie  
6501 Orange Drive  
Davie, Florida 33314  
(954) 327-3741



**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Karl Kennedy, Associate  
Calvin, Giordano & Associates, Inc.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
(954) 921-7781

## **9.2 Design-Builder's Representatives**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Mark Blanchard, Vice President  
AECOM Water  
13450 West Sunrise Blvd.  
Sunrise, Florida 33323  
(954) 745-7207

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Brian Stitt, Project Manager  
AECOM Water  
13450 West Sunrise Blvd.  
Sunrise, Florida 33323  
(954) 745-7212

## **Article 10**

### **Bonds and Insurance**

**10.1 Insurance.** Design-Builder shall procure in accordance with Article 5 of the General Conditions of Contract the following insurance coverages:

| TYPE                         | LIMITS                             | AMOUNT         |
|------------------------------|------------------------------------|----------------|
| General Liability            | Each Occurrence                    | \$2,000,000.00 |
| Commercial General Liability | Fire Damage - (Any one fire)       | \$1,000,000.00 |
|                              | Medical Expense - (Any one person) | \$5,000.00     |
|                              | Personal and Adv. Injury           | \$2,000,000.00 |
|                              | General Aggregate                  | \$2,000,000.00 |
| Automobile Liability         | Combined Single Limit - (ea. acc.) | \$2,000,000.00 |
|                              | Bodily Injury - (per person)       | \$1,000,000.00 |
|                              | Bodily Injury - (per accident)     | \$1,000,000.00 |
|                              | Property Damage - (per accident)   | \$1,000,000.00 |
| Excess Liability             | Aggregate                          | \$1,000,000.00 |
| Workers Compensation         | -----Statutory-----                |                |
| Employers Liability          | Each Accident                      | \$500,000.00   |
|                              | Disease - (policy limit)           | \$500,000.00   |
|                              | Disease - (each occurrence)        | \$500,000.00   |
| Professional Liability       | Claims Made - Aggregate per Claim  | \$2,000,000.00 |

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide a performance bond and a labor and material payment bond, as required by the Owner and in Accordance with Florida Statutes (F.S. 255.05), up to a value not to exceed the Cost of Work. All bonds shall be delivered after Owner's acceptance of the GMP Proposal.

## **Article 11**

### **Other Provisions**

**11.1** Other provisions, if any, are as follows:

**11.1.1** Limitation of Liability – Design-Builder's total liability for any and all claims arising out of this Agreement or out of any goods and services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, or any other theory of liability, shall be capped at 100% of the total compensation received.



In executing this Agreement, Owner and Design-Build each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

Town of Davie, Florida  
(Name of Owner)

\_\_\_\_\_  
(Signature)

Tom Truex  
(Printed Name)

Mayor  
(Title)

\_\_\_\_\_  
(Date)

**DESIGN-BUILDER:**

AECOM Water  
(Name of Design-Build)

\_\_\_\_\_  
(Signature)

Mark Blanchard  
(Printed Name)

Vice President  
(Title)

January 7, 2009  
(Date)